



## **Norton City Public Schools - 2018 e-Rate managed service agreement**

**Quote # 021002**

Version 1

**Prepared For**

**Norton City Public Schools**

**Prepared By**

**Logan Shumaker**

## Norton City Public Schools - 2018 e-Rate managed service agreement

**Quote Information:**

Quote #: 021002  
 Version: 1  
 Delivered: 02/07/2018  
 Expires: 03/09/2018

**Prepared for:**

Norton City Public Schools  
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Contract # UCP-3491557JC

**New MSA - Monthly**

| Ln #  | Part #                               | Description   | Qty | Unit Price | Ext. Price  |
|---|--------------------------------------|---|-----|------------|-------------|
| 1   | MONTHLY<br>SERVICE ERATE<br>ELIGIBLE | Monthly Services Erate Eligible<br><br><u>Monthly Service to Include:</u><br><br>24x7 remote monitoring of covered network devices and servers<br><br>Real time email alerts on all devices<br><br>Monthly report provided to client for all covered devices<br><br>Recommendation of proactive remediation tasks identified by ABS monitoring<br><br>Customer requested remediation tasks to be performed on a T&M basis<br><br>Semiannual review of hardware and features available in upcoming versions<br><br>Annual health check and roadmapping for future features including discussion with line of business outcomes<br><br>Up to 5 hours of reactive support each month | 12  | \$1,688.00 | \$20,256.00 |
| <b>Covered Devices:</b><br><br>23 Switch(es) (2 Net New)<br>2 Appliance(s) ( 2 Wireless Controllers)<br>1 Firewall(s)<br>30 Access Point(s) |                                      |   |     |            |             |

## New MSA - Monthly

| Ln #   | Part #                         | Description  | Qty | Unit Price | Ext. Price  |
|--|--------------------------------|--|-----|------------|-------------|
| 3  | MONTHLY SERVICE ERATE ELIGIBLE | <p>Monthly Services Erate Eligible</p> <p><b>Monthly Service to Include:</b></p> <p>24x7 remote monitoring of covered network devices and servers</p> <p>Real time email alerts on all devices</p> <p>Monthly report provided to client for all covered devices</p> <p>Recommendation of proactive remediation tasks identified by ABS monitoring</p> <p>Customer requested remediation tasks to be performed on a T&amp;M basis</p> <p>Semiannual review of hardware and features available in upcoming versions</p> <p>Annual health check and roadmapping for future features including discussion with line of business outcomes</p> <p>Up to 5 hours of reactive support each month</p> | 12  | \$1,402.00 | \$16,824.00 |
| <p><b>Covered Devices:</b></p> <p>8 Server(s) (3 physical and 5 Virtual)</p> <p>1 Appliance(s) (1 Lightspeed Rocket)</p> |                                |  |     |            |             |
| New MSA - Monthly Subtotal   |                                |  |     |            | \$37,080.00 |

## Quote Summary

| Description       | Amount             |
|-------------------|--------------------|
| New MSA - Monthly | \$37,080.00        |
| Shipping          | \$0.00             |
| <b>Total</b>      | <b>\$37,080.00</b> |

Signature

Date

Name

Title

## Terms & Conditions - Net 30

**Payment Terms:** Hardware/Software - Net 30 upon receipt of goods; If services are quoted: Services - 50% deposit with order, 50% upon completion.

**Late Fees:** Any invoiced amount which is not paid when due shall bear interest at the rate of one and one-half percent (1.50%) per month.

**Installation Start Date** (if services are quoted): to be mutually determined by ABS and Customer upon receipt of Sales Agreement.

**Cancellation and Rescheduling** (if services are quoted): Any cancellation or rescheduling within 15 Days of Installation Start Date will result in a 25% penalty of total services budget not to exceed \$5,000. Should the project be terminated prior to completion, Customer will be responsible for all services performed between start date and termination date. All cancellations and rescheduling requests must be made in writing and submitted to ABS Project Manager.

**Travel and Expense Policy**

Unless previously specified and mutually agreed upon in writing, reasonable travel expenses for projects are not included in the total price for service engagements with ABS and will be billed as incurred. Customer shall pay all fees specified in the SOW, plus any actual travel and living expenses incurred in the performance of Services. Customer will be invoiced by ABS on a monthly basis for travel and expenses throughout the duration of the project. Payment shall be in U.S. dollars and will be due 30 days from the date of invoice. Payments made later than the due date will accrue interest from the date due to the date paid at the lesser rate of one percent (1.50%) per month or the maximum allowed by applicable law. If a payment is late, ABS shall be entitled to suspend performance of the Services and, at its option, terminate the SOW on written notice.

**General Terms and Conditions:** This proposal is valid until the expiration date listed on the proposal. The proposed configuration and pricing is confidential and can not be provided to any other Company or Vendor without prior written authorization from ABS. This proposal has been based on information provided by your organization and thus may contain omissions or errors for which ABS is not responsible. Any additional cost as a result of omissions or unforeseen integration problems will be billed separately. All applicable taxes and shipping charges will be added at the time of invoice.

## MANAGED SERVICES AGREEMENT

This Managed Services Agreement (“Agreement”) between Norton City Public Schools (“Client”), and Innovative Systems & Solutions, Inc. d/b/a ABS Technology (“ABS”), is effective as of the date indicated on the signature page below (the “Effective Date”).

### I. Term of Agreement

- A. This Agreement shall remain in force for a period of one year from the Effective Date unless terminated earlier as provided herein. This Agreement will be automatically renewed for further periods of one year each, unless either party gives notice of termination to the other at least 90 days before the then-current termination date.
- B. This Agreement may be terminated by Client if ABS:
  - i. Breaches or fails to fulfill in any material respect its obligations under this Agreement and does not cure such breach or failure within 60 days of receipt of written notice of same from Client or
  - ii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- C. This Agreement may be terminated by ABS on 30 days written notice to Client.
- D. If either party terminates this Agreement, ABS will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay ABS the actual costs of rendering such assistance except to the extent such termination was due to ABS’s breach of this Agreement. Client agrees to return any ABS equipment and software within 15 days of termination date.
- E. Client agrees not to hire, recruit or otherwise solicit any ABS personnel during the time this Agreement is in effect and for a period of one year after its termination. If Client violates such restriction, then Client shall deliver a payment to ABS on the start date of such employee in the amount of 100% of employee’s annual compensation at ABS.

### II. Fees and Payment Schedule

- F. For services provided hereunder, Client will pay a fixed fee of \$ 37080 annually, invoiced in total upon execution of Agreement and payable in full within 30 days (the “Fixed Fee”). Services will be suspended if payment is not received within 5 days following written notice of any past due Fixed Fee. ABS may charge a late fee of one and one half percent (1.5%) per month on past due amounts. Appendix B sets forth the services covered by the Fixed Fee. The Fixed Fee does not include local, state or federal taxes or duties of any kind, all of which are the responsibility of Client (except for taxes based on ABS’s income). All amounts due under this Agreement are payable in U.S. dollars and are nonrefundable once paid. Any services requested from time to time by Client that fall outside of the services on Appendix B will be considered Time and Materials Projects, and will be quoted and billed as separate, individual services under the terms of Appendix C. The Fixed Fee and fees listed in Appendix C will remain fixed for the initial one-year term of this Agreement. Thereafter, ABS reserves the right to adjust such fees, provided that the Fixed Fee will not increase by more than 3% per year. Client will be notified at least 60 days before any adjustment in the Fixed Fee or Appendix C.

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### III. Coverage

Support of Client's covered devices, applications and servers, as set forth on Appendix B ("Covered Devices"), will be provided to Client by ABS through remote means between the hours of 8:00AM-5:00PM Monday through Friday, excluding public holidays. Remote monitoring services will be provided 24/7 on Covered Devices so indicated on Appendix B. New or additional hardware, applications or servers of any kind acquired after the Effective Date and not listed on Appendix B are excluded from the terms of this Agreement. If ABS approves any equipment/services Client requests to add to this Agreement after the Effective Date, such agreed addition of equipment/services to Appendix B shall result in an adjustment to the Fixed Fee.

#### A. Support and Escalation

- i. ABS will respond to Client's support requests ("Cases") for Covered Devices under the provisions of Appendix A. Cases may be opened by Client's designated Contact Person, by email at [support@abstechnology.com](mailto:support@abstechnology.com) or by phone at 757-419-2229.
- ii. Each Case submitted will be assigned a Case number for tracking.

#### B. Service Outside Normal Working Hours

Emergency services performed outside of the hours of 8:00AM – 5:00PM EST, Monday – Friday shall be subject to provisions of Appendix C and will be performed outside of normal working hours as necessary to meet applicable response times.

#### C. Limitation of Liability

In no event shall either party be held liable for indirect, special, incidental, punitive or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. In addition, each party's aggregate liability for all claims of any nature arising out of this Agreement will not exceed the fees actually paid to ABS under this Agreement during the 12 months preceding the event giving rise to the claim. The limitations set forth in this Section III(C) shall not apply to personal injury or damage to tangible property caused by the willful misconduct or gross negligence of either party.

#### D. Indemnification

In addition to, and not in limitation of, disclaimers of liability made by ABS for hardware and software damage in any other portion of this Agreement, for any hardware or software failure for which a Case is opened by Client, which failure has the effect of causing loss to any third party, whether or not by delay, loss or corruption of data, loss or benefit of any contracts, or any other loss, Client shall indemnify, defend and hold harmless ABS from and against any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities and losses (including, without limitation, sums paid in private rights of action or in settlement of claims, reasonable legal fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such failure.

### IV. Additional Maintenance Services

ABS will additionally provide:

#### A. Hardware/System Support Service

ABS shall provide support of all Covered Devices, provided that the applicable Minimum Requirements are met. Should any Covered Devices fail to meet the

## MANAGED SERVICES AGREEMENT

applicable Minimum Requirements, they will be excluded from this Agreement. Should 3<sup>rd</sup> party vendor support charges be required to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

- B. Apply quarterly software updates/patches due to advisories, security notices, bugs, or other issues that impact the health, security, or functionality of the environment.
- C. Ensure up-to-date configuration backups are available and in good working condition as scheduled and configured.
- D. Virus recovery  
ABS will provide attempted recovery efforts from damages caused by virus infection not detected and quarantined by the latest Antivirus definitions for Covered Devices. This service is limited to those Covered Devices protected with a currently licensed, vendor-supported antivirus solution.
- E. Monitoring Services  
ABS will provide 24/7 ongoing monitoring services of all Covered Devices. ABS will provide reports on request as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, ABS shall make every attempt to rectify the condition in a timely manner through remote means. Client acknowledges that ABS recommends a redundant management connection to the Client site to provide failover monitoring if the primary management connection terminates.

### V. Client Responsibilities

Client agrees to provide the following as a condition of ABS services under this Agreement (the "Minimum Standards"):

- A. Assigned Client point-of-contact for ABS to coordinate Cases. These resources should have knowledge of Client network and systems and the authority or timely access to the necessary decision-making authority.
- B. All Covered Devices must be under a current manufacturer warranty in which ABS has full access to open and resolve cases on behalf of Client.
- C. Client must maintain Vendor warranty/contracts on all Covered Devices where applicable.
- D. All server and desktop software within the Covered Devices must be genuine, licensed, and vendor supported.
- E. The environment must have a currently licensed, up-to-date and vendor supported server based antivirus solution protecting all servers, desktops, notebooks/laptops, and email.
- F. License information/documentation and support identifiers for contacting vendor support contracts, and/or point-of-contact to control and manage the dialog with the vendor support resources, as well as evidence, when requested, of vendor contracts on all supported software and hardware.
- G. Client's environment must have a currently licensed, vendor supported hardware firewall between Client's internal network and the internet.
- H. All wireless data traffic in the environment must be securely encrypted.
- I. Client must have an outside static IP address assigned to a network device, allowing RDP or VPN access.



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- J. All servers with Microsoft Windows operating systems must be running Windows 2008 server or later, and have all of the latest Microsoft service packs and critical Updates installed.
- K. All desktop PC's and notebooks/laptops with Microsoft Windows operating systems must be running Windows Vista or later, and have all of the latest Microsoft service packs and critical updates installed.
- L. Backup of all data and verification of those backups (*i.e.*, the ability to fully restore and recover data) prior to completion of on-boarding.
- M. Allowance for scheduled downtime, when necessary, and prompt coordination and scheduling of system outages needed for hardware installation, applications of patches, and testing, etc. These events will be scheduled to avoid project delays, while minimizing user impact.
- N. All critical network devices must be on a stable electrical supply or running through an approved power conditioner.

The rates for ABS to bring Client's environment up to these Minimum Standards, as applicable, are addressed in Appendix C.

### VI. Excluded Services

Services rendered under this Agreement do not include:

- A. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- B. The cost of any parts, equipment, or shipping charges of any kind.
- C. The cost of any software, licensing, or software renewal or upgrade fees of any kind.
- D. The cost of any 3<sup>rd</sup> party vendor or manufacturer support or incident fees of any kind.
- E. The cost to bring Client's environment up to Minimum Standards.
- F. Failure of performance due to acts of God, vandalism, building modifications, power failures, accidental damage by Client, or other adverse environmental conditions or factors.
- G. Maintenance or monitoring of data content for Client back-up functions.
- H. Service and repair made necessary by the alteration or modification of equipment other than that authorized by ABS, including alteration, software installations or modifications of equipment made by Client's employees or anyone other than ABS.
- I. Service and repair made necessary by failure of Client to have an approved firewall in place between the internal network and the internet.
- J. Maintenance of applications software packages, whether acquired from ABS or any other source unless as specified in Appendix B.
- K. The cost of any services related to the installation of new equipment, upgrades for Covered Devices, or the troubleshooting of devices not covered in this Agreement.
- L. Programming (modification of software code) and/or program (software) maintenance.
- M. Training services of any kind.
- N. Printer repair services of any kind.
- O. All items determined as 'unsupported' in Appendix C.

### VII. Confidentiality

- A. ABS shall (i) use Confidential Information only for the purposes of exercising rights or performing obligations in connection with this Agreement (including by its employees or independent contractors); and (ii) use at least reasonable care to protect from



## MANAGED SERVICES AGREEMENT

disclosure to any third parties any Confidential Information (including all precautions employed by it with respect to its own Confidential Information), in each case, for a period commencing on the date of disclosure until three years after the termination or expiration of this Agreement. Notwithstanding the foregoing, ABS may disclose Confidential Information if required by law or a court, provided ABS provides Client prior notice of such disclosure so as to afford Client a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure. "Confidential Information" means and includes the terms of this Agreement and all confidential and proprietary information of Client of any nature and in any form, provided that such information is designated in writing as confidential at the time of disclosure or is disclosed in such a manner that a reasonable person would understand that such information is confidential and proprietary. Confidential Information does not include any information that, without ABS's breach of its obligations hereunder: (i) is or becomes generally known to the public; (ii) was independently developed by ABS; or (iii) is received from a third party who obtained such Confidential Information without such third party's breach of any obligation owed to Client. ABS will return or destroy all Confidential Information after the termination or expiration of this Agreement.

- B. ABS agrees to establish reasonable administrative, physical, and technical safeguards to maintain Confidential Information in a secure manner, protected against anticipated threats or hazards to its security and against unauthorized access and to promptly on discovery report to Client any and all suspected, attempted, or actual breaches of security and/or confidentiality of Confidential Information.

### VIII. Warranty

ABS warrants that all services performed under this Agreement and attachments will be performed in a professional and workmanlike manner according to industry standard practices.

### IX. Miscellaneous

This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to conflict of laws principles. It constitutes the entire agreement between Client and ABS for the services to be provided hereunder and may not be modified except by written agreement of the parties. This Agreement expressly supersedes any other contemporaneous or prior agreements or commitments regarding the Services or the other subject matter of this Agreement. Either party may assign this Agreement to any third party acquiring all or substantially all of such party's assets or equity securities, without any requirement to obtain permission for such assignment; otherwise, neither party may assign this Agreement to a third party without the written consent of the other party in advance. This Agreement will bind and benefit the parties, their successors, and their permitted assigns. Each party is an independent contractor to (and may not act on behalf of or bind) the other. This Agreement may be signed in counterparts and by facsimile, electronic signature or PDF, and any such counterpart so delivered shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have caused this Managed Services Agreement to be duly executed by their authorized representatives as of the date set forth below.



## MANAGED SERVICES AGREEMENT

Client: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Client Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

MSA Start Date: \_\_\_\_\_

Accepted on behalf of ABS by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# MANAGED SERVICES AGREEMENT

## APPENDIX A

**Response Times:** The following table shows the target response and resolution times for each priority level.

| Trouble/Issue   | Priority | Response Time          | Escalation Threshold |
|---|----------|------------------------|----------------------|
| Service not available (all users and functions unavailable)*  | P1       | Within 60 minutes      | 2 hours              |
| Significant degradation of service (larger number of users or business critical functions affected)                   | P2       | Within 90 minutes      | 6 hours              |
| Limited degradation of service (business process can continue, limited number of users or functions affected)         | P3       | Within 1 Business Day  | 24 hours             |
| Minimum or no business impact (preventative maintenance, general inquiries, license issues, and moves, adds, changes) | P4       | Within 2 Business Days | 48 hours             |

- Response Time is defined as engineer actively working a case
- Escalation Threshold is defined as engineer working case and then escalating to next support level if issue is not resolved within designated timeframe

\*P1 Cases are defined as Emergency instances whereby there is a widespread outage and/or primary business function is stopped with no redundancy or backup.

### Case Open Procedure

1. Email: [support@abstechnology.com](mailto:support@abstechnology.com)
  - Include the nature of the problem and contact information for the user experiencing the issue (if not already present in signature or different than your own)
  - A Case will be created, the issue identified and clearly documented, and basic troubleshooting initiated
  - You or the end user will be contacted for more information, if necessary, to begin initial troubleshooting
2. Phone: (757) 466-0004, press 2 or (757) 419-2229
  - A Support Coordinator or Tier 1 Engineer will take the necessary information
  - A Case will be created, the issue identified and clearly documented, and basic troubleshooting initiated

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3. P1 Emergencies: For Emergency/Urgent tickets (Critical Service not available – all users and functions unavailable), please call (757) 419-2229 or (757) 466-0004

# MANAGED SERVICES AGREEMENT

## APPENDIX B

### Covered Devices

|              |                        |                 |                    |          |                            |
|--------------|------------------------|-----------------|--------------------|----------|----------------------------|
| Sheet No.    | 1                      |                 | Date               | 2/6/2018 |                            |
| Performed By | Jeremy Niedzwiecki     |                 | Client             |          | Norton City Public Schools |
| Quantity     | Item Description       | Serial Number   | Product ID         |          | Location                   |
| 1            | UCS Server             | FCH1623V88C     | UCSC-DBUN-C220-113 |          | BHS                        |
| 1            | UCS Server             | FCH1945VI8D     | UCSC-C220-M3S      |          | NES                        |
| 1            | UCS Server             | FCH1945VIR5     | UCSC-C220-M3S      |          | BHS                        |
| 5            | Virtual Servers        | N/A             | VMWARE             |          |                            |
| 1            | BHS MDF – SWITCH       | FOCI219WIF5     | WS-C3560G-24TS-E   |          | BHS                        |
| 1            | BHS IDF1 – SWITCH      | FDOI235X15J     | WS-C3560-48-PS-S   |          | BHS                        |
| 1            | BHS IDF2 – SWITCH      | FDOI219Y2TP     | WS-C3560-48PS-S    |          | BHS                        |
| 1            | BHS IDF3 – SWITCH      | FDOI217X0XS     | WS-C3560-48PS-S    |          | BHS                        |
| 1            | BHS IDF4 - SWITCH      | FDOI219Y2TJ     | WS-C3560-48PS-S    |          | BHS                        |
| 1            | BHS IDF5 – SWITCH      | FDOI220Y2V3     | WS-C3560-48TS-S    |          | BHS                        |
| 1            | NES MDF 24-1 - SWITCH  | FOCI219WIET     | WS-C3560G-24TS-E   |          | NES                        |
| 1            | NES MDF 24-2 - SWITCH  | FDOI250X49N     | WS-C3560-24PS-S    |          | NES                        |
| 1            | NES MDF 48-1 - SWITCH  | FDOI252Y25S     | WS-C3560-48TS-S    |          | NES                        |
| 1            | NES MDF 48-2 - SWITCH  | FDOI252Y20C     | WS-C3560-48TS-S    |          | NES                        |
| 1            | NES IDF1 24-1 - SWITCH | FDOI251X08J     | WS-C3560-24PS-S    |          | NES                        |
| 1            | NES IDF1 48-1 - SWITCH | FDOI252Y25U     | WS-C3560-48TS-S    |          | NES                        |
| 1            | NES IDF1 48-2 - SWITCH | FDOI252Y25X     | WS-C3560-48TS-S    |          | NES                        |
| 1            | NES IDF2 24-1 - SWITCH | FDOI246X04B     | WS-C3560-24PS-S    |          | NES                        |
| 1            | BHS-IDF3-2960X-24-1    | FOCI903S79P     |                    |          | BHS                        |
| 1            | BHS-IDF4-2960X-24-1    | FOCI903S7E3     |                    |          | BHS                        |
| 1            | BHS-MDF-2960X-24-1     | FOCI904S0J9     |                    |          | BHS                        |
| 1            | BHS-IDF1-2960X-24-1    | FOCI903S72K     |                    |          | BHS                        |
| 1            | Lightspeed Rocket      | C5120LC17L30079 | PN =CSE-512        |          | BHS                        |
| 1            | BHS_WLC_5508           | FCWI912B3DG     | AIR-WLC5508        |          | BHS                        |
| 1            | NES_WLC_5508           | FCWI912B3DF     | AIR-WLC5508        |          | NES                        |
| 1            | ASA5510-BUN-K9         | JMX1317L03M     | ASA5510-BUN-K9     |          | BHS                        |

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|   |           |             |                    |     |
|---|-----------|-------------|--------------------|-----|
| I | BHS_API   | FTXI222TIXP | AIR-LAPI131AG-A-K9 | BHS |
| I | BHS_API2  | FTXI222TIXQ | AIR-LAPI131AG-A-K9 | BHS |
| I | BHS_API3  | FTXI222TIXR | AIR-LAPI131AG-A-K9 | BHS |
| I | BHS_API4  | FTXI222TIXT | AIR-LAPI131AG-A-K9 | BHS |
| I | BHS_API5  | FTXI222TIXJ | AIR-LAPI131AG-A-K9 | BHS |
| I | BHS_API6  | FTXI222B5NP | AIR-LAPI242AG-A-K9 | BHS |
| I | BHS_API7  | FTXI222B5NQ | AIR-LAPI242AG-A-K9 | BHS |
| I | BHS_API8  | FTXI222TIXG | AIR-LAPI131AG-A-K9 | BHS |
| I | BHS_API9  | FTXI222TIXL | AIR-LAPI131AG-A-K9 | BHS |
| I | BHS_API10 | FTXI222TIXM | AIR-LAPI131AG-A-K9 | BHS |
| I | BHS_API11 | FTXI222TIXU | AIR-LAPI131AG-A-K9 | BHS |
| I | BHS_API12 | FTXI222TIXF | AIR-LAPI131AG-A-K9 | BHS |
| I | BHS_API13 | FTXI222TIXH | AIR-LAPI131AG-A-K9 | BHS |
| I | BHS_API14 | FTXI610N01T | AIR-LAPI131AG-A-K9 | BHS |
| I | NES_API   | FTXI922S1D7 | AIR-CAP2702E-A-K9  | NES |
| I | NES_API2  | FTXI252B14K | AIR-LAPI242AG-A-K9 | NES |
| I | NES_API3  | FTXI222TIXS | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API4  | FTXI305T050 | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API5  | FTXI222TIXK | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API6  | FTXI305T058 | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API7  | FTXI305T054 | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API8  | FTXI305T053 | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API9  | FTXI305T05J | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API10 | FTXI305T04X | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API11 | FTXI305T055 | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API12 | FTXI305T05I | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API13 | FTXI305T04Z | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API14 | FTXI305T052 | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API15 | FTXI305T04Y | AIR-LAPI131AG-A-K9 | NES |
| I | NES_API16 | FTXI305T05H | AIR-LAPI131AG-A-K9 | NES |

\* Indicates a device subject to 24/7 monitoring

### Site Locations



## MANAGED SERVICES AGREEMENT

|   |  |  |
|---|--|--|
| <u>Main Site Name</u>                   | Norton City Public Schools Office  |  |
| <u>Address 1</u>                        | 22 Tenth Street N.W.   |  |
| <u>Address 2</u>                        | STE 500  |  |
| <u>City, State, Zip</u>                 | Norton, VA 24273   |  |
| <u>Main Contact(s)</u>                  | Greg Kiser   |  |
| <u>Email</u>                            | <a href="mailto:gkiser@nortoncityschools.org">gkiser@nortoncityschools.org</a> |  |
| <u>Phone</u> (Please include area code) | <a href="tel:(276)679-2330">(276) 679-2330</a>                                 |  |



# MANAGED SERVICES AGREEMENT

## Services Provided – Covered Devices

- 24/7/365 remote monitoring of Covered Devices
- Weekly proactive support of Covered Devices including, but not limited to:
  - Complete internal case review of recent problems, analyze for patterns or problems
  - Verify configuration file backups
    - Analyze any changes to files for problems
    - Archive old data
  - Analyze system logs from all devices for errors, warnings, security threats, etc.
  - Check interface monitors for any errors in the traffic, unusual bandwidth patterns, etc.
  - Verify successful backups
- Monthly proactive support of Covered Devices including, but not limited to:
  - Analyze data and voice circuit usage
  - Analyze resources and environmental usage on all devices
  - Review IOS versions for security risks
  - Review overall system uptime
  - Review of license usage
  - Conduct case review for the month
- Comprehensive remote remediation of technical issues of all Covered Devices
- Unlimited remote support cases of all Covered Devices
- Onsite troubleshooting or repair of Covered Devices at the discretion of ABS when remote troubleshooting is not a viable option
- Application of patches/updates identified by ABS as required to maintain the current health and security of Covered Devices`
- Annual proactive IOS/firmware updates as deemed necessary by ABS
- Inventory management of Covered Devices
- Executive level quarterly business reviews at request of Client and/or ABS Account Manager

## Client Specific Coverage -

- Onsite quarterly proactive support services according to agreed upon schedule between ABS and Client:
  - ABS will inspect the facility for the following criteria on covered devices, applications and servers (environmental, user issues/satisfaction, and general operation).
- Servers
  - Bare Metal – replace HW components as deemed necessary under Warranty
  - ESXi – apply firmware and software updates as deemed necessary by ABS
    - ABS will not provide major upgrades to software under the terms of this Agreement
    - ABS will not deploy additional virtual machines under the terms of this Agreement
  - CIMC – apply firmware and software updates as deemed necessary by ABS
- Server Applications
  - Service Provider will apply quarterly Operating System patches (excluding Exchange and SQL patches) as deemed necessary and agreed upon by Client

## MANAGED SERVICES AGREEMENT

- Service Provider will not cover or support software applications loaded on virtual servers (to include but not limited to, AD server, DHCP server, DNS server, Exchange Server, Group policies, SQL servers, etc.)
- Virtual Desktop Infrastructure (VDI)
  - Service Provider will assist in troubleshooting and resolving any issues that occur regarding the failure of “Golden” image
  - Service Provider will not patch or provide updates for operating system or applications in VDI environment
- Network Devices – Provide troubleshooting services and configuration as associated to covered devices
  - Routers – apply IOS/firmware updates as deemed necessary by Service Provider
    - Service Provider will not be responsible for the configuration of new/additional circuits or HW components
    - Service Provider will not be responsible for the physical relocation of device
  - Switches – apply IOS/firmware updates as deemed necessary by Service Provider
    - Service Provider will not be responsible for the configuration of new/additional circuits or HW components
    - Service Provider will not be responsible for the physical relocation of device
  - Adaptive Security Appliance (ASA) – apply IOS/firmware updates as deemed necessary by Service Provider
    - Service Provider will not be responsible for the configuration of new/additional physical or virtual circuits or HW components
    - Service Provider will not be responsible for the physical relocation of device
- Carrier
  - Service Provider will troubleshoot and engage Client Carrier regarding Data Circuits. Any Carrier charges are the responsibility of Client. Client must request carrier access be granted to Service Provider.
  - Service Provider will not troubleshoot/engage Client Carrier regarding Voice Circuits

# MANAGED SERVICES AGREEMENT

## APPENDIX C

### Time and Materials Rates

|   |       | <u>Data Center</u>  | <u>Enterprise Networks</u>  | <u>Collaboration</u>  | <u>General IT Management</u> | <u>Project Management</u>  | <u>Cabling / Physical Access</u> |                     |   |   |
|---|-------|---|---|---|------------------------------|--|----------------------------------|---------------------|---|---|
| Tier 1  | \$85  | Rack + Mount Hardware – Access Points, Phones,, Servers, CPU's + Peripherals  |   |   |                              | N/A  | N/A                              | \$50                | Install, Troubleshoot + Repair Structured Cabling |   |
| Tier 2  | \$175 | Install, Configure + Integrate, Interconnect: Server, Server Virtualization, Windows Server OS, Backup  | Install, Configure + Integrate, Interconnect: Wireless LAN, Routing, Switching, IPVS, Physical Access Server              | Install, Configure + Integrate, Interconnect: Basic Call Control + Voicemail, Basic Paging, End-User Training, Standard Upgrades  | \$110                        | Install, Configure + Support: Desktop, Laptop, End Users + Peripherals                                     | \$85                             | Project Coordinator | \$60  | Install, Troubleshoot, Splice, Terminate + Test Fiber Optics - Design Cabling, Fiber + Paging Systems |
| Tier 3  | \$195 | Install, Configure + Integrate, Interconnect: Desktop Virtualization, Storage/Storage Networking, Disaster Recovery/Business Continuity + Replication | Integrate + Design: Security, Firewall, Nexus, Wireless MESH, QoS, NAC, MDM, SourceFire, Intrusion Detection + Prevention | Integrate + Design: Advanced UC, Presence, WebEx, TelePresence (TMS, Conductor, TelePresence Server), Emergency Responder, Advanced Paging, Advanced Upgrades, Admin Training, Contact Center + Scripting, Expressway | \$135                        | Administer + Conduct Moves, Adds + Changes for Servers   | \$110                            | Project Manager     | \$125   | Install Physical Access Hardware Including Door Hardware, Power Supplies + Gateways                   |
| Tier 4  | \$225 | Architect, Consult + Design: CCIE – Data Center, VCDX, or equivalent. vRealize Automation, ViPR, VPLEX,   | Architect, Consult + Design: CCIE – Network (Route/Switch, Security, WLAN, etc.), CCDE or equivalent                      | Architect, Consult + Design: CCIE – Collaboration or equivalent, VCS, Contact Center Advanced Scripting, Social Miner, Jabber Guest, CMR Hybrid, Application Integration, API Integration                             | \$195                        | Architect, Design, Install, Configure + Support Document Management and imaging, KeyFile, KeyFlow, File360 | \$125                            | Sr. Project Manager | \$160   | Design Complex Enterprise-level Structured Cabling/Fiber Plants                                       |
| Virtual IT Manager/CIO Consulting for Clients |       |   |   |   |                              |  |                                  |                     |   |   |

### Contract Accounting

- On-site support time is billed in 15-minute increments portal-to-portal
- Remote support time is billed in 15-minute increments with a 15-minute minimum charge per call
- Research time necessary to answer questions is billed in 15-minute increments with a 15-minute minimum charge
- Travel time is calculated portal-to-portal and is billed in 15-minute increments at the applicable hourly rate. All efforts will be made to assign the closest technician to service requests that require travel
- Travel and Expense costs will be billed monthly in arrears. Customer will be solely responsible for any travel related charges, including airfare, hotel, rental car and per diem
- Time will be billed at 1.5 times the applicable hourly rate for all work done from Monday-Friday outside the hours of 8:00am-5:00pm
- Time will be billed at double the applicable rate for all work done on Saturday, Sunday, and ABS recognized holidays
- Time will be billed in arrears at +\$10/hour for clients who do not have an active and current Retainer Contract on file

# MANAGED SERVICES AGREEMENT

## General Information

- Retainer Contracts are due and payable in advance with a minimum deposit amount of \$5,000
- If Customer requests service in excess of the deposit amount, Customer will be responsible for paying all overage charges billed at the rates defined above. Any invoiced amount that is not paid when due shall bear interest at the rate of one and one-half percent (1.50%) per month until paid. If payment is not received, service will be suspended
- ABS will provide Contract Reports on a monthly basis. Customers have 5 working days from receipt of Contract Report to dispute contract charges
- Contracts expire one (1) year from execution
- ABS will provide 4-hour response time for remote troubleshooting during normal business hours and best effort on-site dispatch as required
- Customers will be charged a Cancellation Fee of \$500 if scheduled service requests are cancelled within 24 hours of scheduled task